

1. Does this solicitation require prime vendor to be the lab or can we be a consultant and use lab as long as meets criteria?

Market research shows local laboratories that provide this full turnkey sampling service of providing staff to take samples and perform water analysis at West Los Angeles Medical Center and satellite clinics have the expertise in house to perform this service. A prior contractor had this capability. If a vendor does not have the in-house expertise to take water and conduct water sampling analysis for this solicitation, the cost of hiring a consultant would have be absorbed in response to this solicitation.

2. Page 14 - 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (Multiple Year and Option Contracts) (AUG 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67). Is the contract subject to this clause? Please provide an amendment with Clause selected if applicable.

Yes, the Fair Labor Standards Act and Service Contract Labor Standards apply to the contract. Additionally, the Wage Determination for Service Contracts (SCA) for the Los Angeles County 2015-5613 (R23) dated December 26, 2022 must be followed.

52.222-43 Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts).

As prescribed in [22.1006\(c\)\(1\)](#), insert the following clause:

FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT LABOR STANDARDS-PRICE
ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (AUG 2018)

(a) This clause applies to both contracts subject to area prevailing wage determinations and contracts subject to collective bargaining agreements.

(b) The Contractor warrants that the prices in this contract do not include any allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

(c) The wage determination, issued under the Service Contract Labor Standards statute, ([41 U.S.C. chapter 67](#)), by the Administrator, Wage and Hour *Division*, U.S. Department of Labor, current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract. If no such determination has been made applicable to this contract, then the Federal minimum wage as established by section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended, ([29 U.S.C. 206](#)) current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract.

(d) The contract price, contract unit price labor rates, or fixed hourly labor rates will be adjusted to reflect the Contractor's actual increase or decrease in applicable wages and fringe benefits to the extent that the increase is made to comply with or the decrease is voluntarily made by the Contractor as a result of:

(1) The Department of Labor wage determination applicable on the anniversary date of the multiple year contract, or at the beginning of the renewal option period. For example, the prior year wage determination required a minimum wage rate of \$4.00 per hour. The Contractor chose to pay \$4.10. The new wage determination increases the minimum rate to \$4.50 per hour. Even if the Contractor voluntarily increases the rate to \$4.75 per hour, the allowable price adjustment is \$.40 per hour;

(2) An increased or decreased wage determination otherwise applied to the contract by operation of law; or

(3) An amendment to the Fair Labor Standards Act of 1938 that is enacted after award of this contract, affects the minimum wage, and becomes applicable to this contract under law.

(e) Any adjustment will be limited to increases or decreases in wages and fringe benefits as described in paragraph (d) of this clause, and the accompanying increases or decreases in social security and unemployment taxes and workers' compensation insurance, but shall not otherwise include any amount for general and administrative costs, overhead, or profit.

(f) The Contractor shall notify the Contracting Officer of any increase claimed under this clause within 30 days after receiving a new wage determination unless this notification period is extended in writing by the Contracting Officer. The Contractor shall promptly notify the Contracting Officer of any decrease under this clause, but nothing in the clause shall preclude the Government from asserting a claim within the period permitted by law. The notice shall contain a statement of the amount claimed and the change in fixed hourly rates (if this is a time-and-materials or labor-hour contract), and any relevant supporting data, including payroll records, that the Contracting Officer may reasonably require. Upon agreement of the parties, the contract price, contract unit price labor rates, or fixed hourly rates shall be modified in writing. The Contractor shall continue performance pending agreement on or determination of any such adjustment and its effective date.

(g) The Contracting Officer or an authorized representative shall have access to and the right to examine any directly pertinent books, documents, papers and records of the Contractor until the expiration of 3 years after final payment under the contract.

(End of clause)

3. Page 35 E.4 52.212-2 states "The following factors shall be used to evaluate offers: Price; Past Performance; Technical. Technical and past performance, when combined, are equal to price.

a. Can the government clarify the evaluation factors?

The technical evaluation factors are: Parts Required; Familiarization of work needed; and procedures.

b. Can the government clarify if Offerors should submit a Technical Proposal?

This should be outlined in the vendors capability statement.

- c. Can the government clarify if Offerors should only submit a Price and Past Performance Proposal?

Price is compared between vendors submitted proposals/quotes. Past Performance is not required to be submitted.

4. Page 21 Potable Water Testing – States “random sampling at 3 locations – quarterly sampling for copper, lead, and coliform – about 30-40 samples” Page 4 B.2 Price/Cost Schedule does not provide line items for pricing each sample. For Offerors to provide a Unit Price for the Quantity for a Base Plus four as shown on the CLINS, can the government provide the exact quantity of samples that offerors should price?

40 total samples will be collected at all three sites combined per calendar quarter. A third of these samples will collected in each of months in the calendar quarter. Most samples will be taken at the 11301 Wilshire Blvd Medical Center campus. Potable water will be sampled for copper, lead, and coliform.

5. Page 21 Potable Water Testing – Can the government clarify if 30-40 samples are to be collected at each location (for a total of 120-160 samples quarterly) or if the total combined from the 3 locations listed will be 30-40 samples?

40 total samples will be collected at all three sites combined per calendar quarter. A third of these samples will collected in each of months in the calendar quarter. Most samples will be taken at the 11301 Wilshire Blvd Medical Center campus. . Potable water will be sampled for copper, lead, and coliform

6. Page 23 Other Terms and Conditions – As this work is for collecting samples and laboratory testing and providing testing results, can the government clarify if “Contractor shall demonstrate compliance with wastewater permit requirements and must have extensive experience in performing wastewater monitoring for the National Pollution Discharge Elimination System (NPDES) administered in the state of California 40 CFR Part 136” is applicable to the requirement? If not, can the government provide an amendment to remove it?

All industrial wastewater analyses must be performed by a California State Certified Laboratory. NPDES compliance experience can be demonstrated in past experience.

7. Page 21 Potable water testing – is the coliform testing required to determine absence or presence? if coliforms are present, does the government want coliform enumeration to be reported as well?

Coliform reporting is to determine presence of absence.

8. Page 22 Reverse Osmosis water testing – if coliforms are present, does the government want coliform enumeration to be reported as well?

Coliform reporting is to determine presence of absence.

9. Page 22. Can the government clarify the difference in water sources for the two tables on this page? Is the source in the top table (figure 1 here) different from the source on the lower table (figure 2 here)? Both are indicated to be reverse osmosis.

3) Reverse Osmosis Critical Water Sampling – SPS department West Los Angeles Medical Center — subbasement water storage

A. outside laboratory testing – highlighted in yellow. City water sampled adjacent to reverse osmosis production system

		Hardness	Conductivity	pH	Chlorides	Coliform	Endotoxin
Critical Water (Reverse Osmosis)	Hand Tester	n/a	weekly	weekly	n/a	n/a	n/a
	Lab Analysis	six months	six months	six months	six months	six months	annually
City Water (Utility Water)	Hand Tester	n/a	monthly	monthly	n/a	n/a	n/a
	Lab Analysis	annually	annually	annually	annually	monthly	annually

Figure 1

Laboratory sampling testing highlighted in yellow of reverse osmosis water

	Units	Lab Analysis
Hardness	mg/l	monthly
Conductivity	µS/cm	monthly
pH		monthly
Chlorides	mg/l	ppm monthly
Coliform	presence or absence	presence or absence = monthly
Endo Toxin	EU/mL	annually
Copper	mg/l	monthly
Iron	Mg/l	monthly
Manganese	Mg/l	monthly
Total Organic	Mg/l	monthly

Figure 2

For purposes of the solicitation Figure 2 is applicable. Figure 1 was inadvertently included.

10. Page 22. Can the government clarify the difference in water sources for the two tables on this page? Is the source in the top table different from the source on the lower table? Both are indicated to be reverse osmosis.

For purposes of the solicitation Figure 2 is applicable. Figure 1 was inadvertently included.

11. Pages 21-22: Can the government clarify the numbers next to Chloride¹, pH², Suspended solids (Total)³? Were these meant to be sub- or superscripts to a footnote? If so, can the government provide the footnote and add them to the solicitation?

The numbers appended to chloride, pH and suspended solids should be ignored.

12. Page 21: Can the government confirm that the contractor will be responsible for Monitoring Requirements for Surcharge Parameters?

Contractor will be responsible for reporting results to the VA contract officer representative from sampling of waste water discharge. The monitoring requirements are detailed in industrial wastewater permit. Attached are monitoring requirements from the wastewater discharge permit.

PART 3 – MONITORING REQUIREMENTS

The industrial user shall monitor the designated sample point, for the following constituents, at the indicated frequency and by the indicated sample type.

A. Industrial Wastewater Permit W-4362541. Sample Point 01

MONITORING REQUIREMENTS FOR REGULATED PARAMETERS		
Constituent	Measurement Frequency	Sample Type
Daily Flow	Continuous	Not Applicable
Arsenic, Total	Semi-Annual	Grab
Cadmium, Total	Semi-Annual	Grab
Chloride ¹	Semi-Annual	Grab
Chromium, Total	Semi-Annual	Grab
Copper, Total	Semi-Annual	Grab
Cyanide (Free)	Semi-Annual	Grab
Cyanide (Total)	Semi-Annual	Grab
Lead, Total	Semi-Annual	Grab
Nickel, Total	Semi-Annual	Grab
Oil & Grease (Total)	Semi-Annual	Grab
pH ²	Semi-Annual	Grab
Silver, Total	Semi-Annual	Grab
Zinc, Total	Semi-Annual	Grab

MONITORING REQUIREMENTS FOR SURCHARGE PARAMETERS		
Constituent	Measurement Frequency	Sample Type
Daily Flow	Continuous	Not Applicable
Biochemical Oxygen Demand, 5 day ³	Quarterly	24-hour Composite ⁴
Chemical Oxygen Demand	Quarterly	24-hour Composite ⁴
Suspended Solids (Total) ³	Quarterly	24-hour Composite ⁴

PART 4 – REPORTING REQUIREMENTS**A. Self-Monitoring**

1. The industrial user shall implement a self-monitoring program for the designated Industrial Wastewater Permit. Monitoring results obtained shall be summarized and reported on the enclosed report form entitled "Periodic Compliance Report" and submitted with a US Post Office postmark date by the 15th day of the month following the monitoring period. Facsimiles (faxes) of self-monitoring reports shall not be accepted. Reports with original signatures must be submitted by the due date.

The first Local Limits Self-Monitoring Report for the monitoring period of **January 1 – June 30, 2023** shall be submitted by **July 15, 2023**. The first Surcharge Self-Monitoring Report for the period of **January 1 – March 31, 2023** shall be submitted by **April 15, 2023**. Subsequent reports shall be submitted in accordance with the following schedule:

SELF-MONITORING REPORT SCHEDULE			
Industrial Wastewater Permit	Type of Report	Monitoring Period	Report Due Date
W-436254 Sample Point 01	Local Periodic Compliance Report	Jan 1 - Jun 30 Jul 1 - Dec 31	Jul 15 Jan 15
	Surcharge Self-Monitoring	Jan 1 - Mar 31 Apr 1 - Jun 30 Jul 1 - Sep 30 Oct 1 - Dec 31	Apr 15 July 15 Oct 15 Jan 15

2. All portions of the Periodic Compliance Report form must be completed or the report may not be accepted.
3. The report shall indicate the nature and concentration of all pollutants in the effluent for which sampling and analyses were performed including measured or estimated maximum and average daily flows. The report shall be based upon data obtained through appropriate sampling and analyses performed which represents the conditions occurring during the period covered by the report.
4. Copies of all laboratory results shall be submitted with each report.
5. The LA Sanitation and Environment will not accept reports where monitoring was conducted outside the monitoring period specified in this permit.

B. Self-Monitoring Report Submittal

All self-monitoring reports required by this permit shall be submitted to the Director at the following address:

City of Los Angeles
LA Sanitation and Environment
Industrial Waste Management Division
2714 Media Center Drive
Los Angeles, CA 90065

Attn: Information Systems Support Squad